IN THE HIGH COURT OF BOMBAY AT GOA

LETTERS PATENT APPEAL NO. 9 OF 2001

Dr. Bento de Souza Egypsy,
(since deceased) through
L.Rs., aged 65 years,
Medical Practitioners,
residing at Margao-Goa.

1(a). Mrs. Tereza Ozorio
Saldanha Egipsy,
residing at Sur Le Mont,
Mount Hill, Margao-Goa.

1(b). Dr. Ivan Antonio Filomeno
Egipsy, residing at
"Mansion Augnita", Bazar,
Assolna, salcete, Goa.

1(c). Mrs. Liesl Monteiro e
Egipsy, residing at
"Mansion Augnita",
Bazar, Assolna, Salcete,
Goa.

1(d). Mr. Yurii Egipsy, residing
at Sur Le Mont, Mount Hill,
Margao, Goa. ... Appellants

versus

1. Mrs. Yvette Alvares Colaco
alias Maria Emilia Yvette
Godinho Alvares Colaco,
major in age, daughter of
late Luis dos Santos Alvares,
residing at Monsignor Ganganelli

Rebello Road, Margao, Goa.

2. Juiz Dezembaragador Jubilado,(since deceased) through L.Rs. Abel Regaldo Alvares Colaco, by his Constituted Attorney, Mrs. Yvette Alvares Colaco, residing at Monsignor Ganganelli Rebello Road, Margao, Goa.

2(a) Dr. Luis Alvares Colaco, residing at Urbanizacao da Portela, Lote 161-10 o Direito 2685, Sacavem, Portugal.

2(b) Master Abel Luis Nunes Alvares Colaco alias Abel Colaco, residing at Rua Depulado Pedro Botelho Nunes, No.3, 1o Direito 2685, S. Jose do Talha, Portugal. ... Respondents

Mr. V. B. Nadkarni, Senior Advocate with Mr. Y. V. Nadkarni, Advocate for the Appellants.

Mr. S. K. Kakodkar, Senior Advocate with Mr. J. J. De Souza, Advocate for the Respondent Nos.1, 2(a) and 2(b).

CORAM : R. M. S. KHANDEPARKAR & N. A. BRITTO, JJ.

DATE : 8TH FEBRUARY, 2006.

JUDGMENT(Per N.A.BRITTO, J.)

The question for our consideration in this defendant's Letters Patent Appeal is whether the agreement dated 29-3-1968 between the parties, styled as a Deed of Leave and License had necessarily to be construed as a lease in the light of the provision of Article 3 of the Law of Leases, namely Decree No.43525 dated 7-3-1961(Decree, for short) in force in the State of Goa with effect from 7-3-1961?

2. The parties hereto shall be referred to in the names as they appear in cause title of the Civil Suit.

3. Some facts are required to be stated to dispose of this appeal.

4. There is no dispute that the plaintiffs are the owners of a building bearing No.143 situated at Monsignor Ganganelli Road in Margao in which late Dr. Luis dos Santos Alvares(the plaintiffs are his successors) was running a hospital known as Casa de Saude from the year 1926 or thereabout and different

surgeons performed operations/surgery at the said Casa de Saude. Dr. Bento de Souza Egypsy of Calangute(the defendants are his successors) and Dr. Arcanjo de Menezes of Ucassaim where two of the doctors who were performing operations with the consent of the said Dr. Luis dos Santos Alvares, father of plaintiff no.1 on some of the patients in the said Casa de Saude.

5. On or about 29-3-1968 the said Dr. Luis dos Santos Alvares, Dr. Bento de Souza Egypsy and Dr. Arcanjo de Menezes entered into a Deed, styled as a Deed of Leave and License on terms and conditions mentioned therein. As the plaintiffs wanted to modify and update the said Casa de Saude, after the death of Dr. Luis dos Santos Alvares, in his memory, the plaintiffs claim that they informed the defendant-Dr. Bento de Souza Egypsy by letter dated 3-7-1991 to vacate the suit premises within a period of 30 days and place the suit property at the disposal of the plaintiffs at the end of August, 1991. The said letter was sent by the plaintiffs in accordance with one of the clauses of the said Deed which provided that either one of the parties to the Deed may terminate the Leave and License on notifying the other party 30 days in advance, but the defendant vide his reply dated

3-7-1991 informed his inability to comply with the request and by another letter dated 6-7-1991 the defendant expressed his desire to discuss with the plaintiffs their intended plan so as to find out if something worthwhile could be worked out. Subsequently, the plaintiffs filed the suit, inter alia, to direct the defendant Dr. Bento de Souza Egypsy to hand over the entire suit property after removing therefrom whatever surgical equipments the defendant might have brought in. It may be stated that Dr. Luis dos Santos Alvares died on or about 15-12-97. Dr. Arcanjo de Menezes opened his own Maternity and Nursing Home and since then ceased to have any medical practice in the suit building, and according to the plaintiffs, with their full knowledge, thereby terminating the Leave and License granted to him, but, the defendant continued his medical practice in the suit building and continued to pay the agreed compensation of Rs.250/- per month.

6. The learned trial Court framed three issues. The first was whether the jural relationship between the parties was that of the Licensor and the Licensee and the second was whether the jural relationship between the plaintiffs and the defendant was

of landlord and tenant. Both the parties chose not to lead any evidence and obtain a finding from the learned trial Court whether the said Deed created a jural relationship of Licensor and Licensee or a landlord and tenant, and, the learned Civil Judge by his Judgment/Order dated 30-7-1994 came to the conclusion that the jural relationship between the parties was one of landlord and tenant and, therefore, he had no jurisdiction to try and entertain the suit.

7. The plaintiffs having filed an appeal to this Court, the learned Single Judge by his Judgment dated 22-2-2001 in First Appeal No.95/94 was pleased to reverse the finding of the learned Civil Judge, Senior Division and consequently hold that the jural relationship between the parties was one of Licensor and Licensee. Consequently, the learned Single Judge held that the trial Court had jurisdiction to entertain the suit but remanded the case to the trial Court with a direction to expedite the suit and decide the same within the time limit fixed by him.

8. As far as the scope of a Letters Patent Appeal is concerned there can be no dispute about the same. The Apex

Court in the case of **Smt. Asha Devi** v. **Dukhi Sao and another** (AIR 1974 SC 2048) speaking through three learned Judges has stated that it is open to the High Court to review the findings of law as well as facts in a Letters Patent Appeal from a First Appeal by a learned Single Judge, but as far as findings of fact are concerned, the High Court would be slow to disturb concurrent findings of fact of the two Courts below but in appropriate cases is entitled to review even findings of fact. The Apex Court in the case of **Umabai and another** v. **Nilkanth Dhondiba Chavan and another**((2005) 6 SCC 243) referring to **Asha Devi** v. **Dukhi Sao and another**(supra) has observed that entertainment of a Letters Patent Appeal is discretionary and normally the Division Bench would not, unless there exist cogent reasons, differ from a finding of fact arrived at by the learned Single Judge. The Apex Court has further stated that a Court of first appeal which is a final court of appeal on facts may also have to exercise some amount of restraint. We are more concerned herein to find out whether law has been correctly applied.

9. On behalf of the defendant/s, entire focus has been

placed on Article 3.-1 of the Decree. There is no dispute that the suit agreement styled as a Deed of Leave and License was executed on 29-3-1968 at a time when the Decree as well as the Transfer of Property Act, 1882 were in force in this State of Goa from 7-3-1961 and 1-11-1965 respectively, but before the coming into force of the Indian Easement Act, 1882 on 11-9-1978 and the Goa, Daman & Diu Buildings(LRE) Control Act, 1968(Rent Act, for short) coming into force on 1-10-1969.

10. Article 3.-1 of the Decree as translated reads as follows:-

> There shall be held exclusively as lease, the agreement whereby the lessor, who in the property, or in part thereof carries out industry, business or any other lucrative activity, transfers temporarily and onerously to the lessee, along with fruition (enjoyment) of the immovable property, or that its part that of movable, utensils, household furniture, tools or machinery existing therein with a view to such exploitation(exploration) and for that matter comprise of property or part thereof, an economic unit.

11. Another translation provided of Article 3.-1, on behalf of the defendants, reads thus:-

> The contract will be exclusively said to be lease in which the lessor, who in the property or part thereof explores industry, commerce or other profitable activity, temporarily and honorarily (sic.)(onerously) transfers to the lessee along with the fruition of the immovable property or part thereof, that of movables, utensils, household implements, equipment or machinery existing in the same relating to this exploration and for that matter comprise of property or part thereof, an economic unit.

12. Mr. V. B. Nadkarni, the learned Senior Counsel has submitted that if the Deed was to be read without any evidence it had to be a Deed of Lease as contemplated by Article 3.-1 of the Decree which creates a legal fiction. Mr. Nadkarni has submitted that there could be a lease for professional activity as well. Mr. Nadkarni further submitted that "Arrendatarios"(lessees) under the Decree irrespective of the

consideration whether there is a transfer of interest, as in the case of lease under the Transfer of Property Act, 1882, or not with the repeal of the Decree in respect of premises which are buildings as provided in Section 59(1) of the Rent Act, on expiry of their contractual tenancy would become statutory tenants under the Rent Act and consequently entitled to all protection and enjoyment of all rights and benefits as are available to the tenants under the Goa Rent Act. Mr. Nadkarni has also submitted that the test laid down in para 16 of the Judgment of the Apex Court in the case of **Delta International Ltd.** v. **Shyam Sundar Ganeriwalla and another**((1999) 4 SCC 545) to find out whether the document created a lease or a license was with reference to a "lease" as defined under Section 105 of the Transfer of Property Act, 1882 and the expression "license" as defined in Section 52 of the Indian Easement Act, 1882 and, therefore, the said Judgment and so also other Judgments referred to and considered in the said Judgment of the learned Single Judge are of no assistance to determine the jural relationship created between the plaintiffs and the defendant/s by virtue of the said Deed dated 29-3-1968 to which neither the provisions of the TPA, 1882 nor those of Indian Easement Act,

1882 were applicable. Mr. Nadkarni has also submitted that the legal fiction as envisaged in Section 3 of the Decree expressly states that every contract whereunder the landlord who in his building or any part of his building explores or works or runs an industry, commerce or other lucrative or profitable activity transfers on payment of charges temporarily to the tenant along with the enjoyment with the immovable property or part thereof also the movables, utensils, furniture, apparatus or machinery existing therein for the purpose of such exploration or working or running and for which such purpose along with the building or part thereof constitutes one economic unit shall be deemed to be "Arrendamento"(lease).

13. On the other hand, Mr. S. K. Kakodkar, the learned Senior Counsel on behalf of the plaintiffs submitted that the Rent Act came in force on 1-10-1969 and by virtue of Section 59 thereof it expressly repealed the provisions of the said Decree but saved only the proceedings under which the said Decree were pending at the commencement of the Rent Act before any Court. Mr. Kakodkar has submitted that the plaintiffs had filed a suit on 16-12-1991 at a time when the said Decree was not in force, the

same having been repealed by implication by extension of the Transfer of Property Act, 1882 on or about 1-11-1965 or expressly by Section 59 of the Goa Rent Act which came into force on 1-10-1969 and there were no rights accrued to or vested in favour of the defendant under the said Decree on the date of the extension of the Transfer of Property Act, 1882. It is submitted that the law applicable to the case is the law obtaining on 16-12-1991 when the suit was filed and the protection of the Goa Rent Act was not available to the defendant because the defendant did not satisfy the definition of the tenant under the Rent Act. It is further submitted that assuming that the Deed dated 29-3-1968 qualified to be a lease under Article 3 of the Decree it would not automatically be a lease under the Rent Act because no such deeming provision has been incorporated in the Rent Act. Mr. Kakodkar has also submitted, referring to Article 21 of the Decree that in case it was a lease the same came to an end at the expiry of 30 years and has further submitted referring to Article 50-1 of the Decree that in case Dr. Bento de Souza Egypsy was a tenant the lease came to an end after his death on 14-2-1999, and, therefore, the legal heirs of the original defendant Dr. Bento de Souza Egypsy cannot claim any

protection of the said Decree. He has placed reliance on the case of **Parripatti** v. **Alapati Jalaiah**(AIR 1965 SC 1781) wherein the Supreme Court at page 1784 has held that "in case of a tenant, the protective shield extended to him survives only so long as and to the extent the special legislation operates. In the case of the tenant therefore the protection does not create any vested right which can operate beyond the period of protection or during the period of protection is not in existence".

14. The Apex Court in the case of **Sohanlal Naraindas** v. **Laxmidas Raghunath** (1971 Mh.L.J. 604) has stated that when a statute enacts that something had been deemed to be done, which in fact and truth was not done, the Court is entitled and bound to ascertain for what purposes and between what persons the statutory fiction is to be resorted to and full effect should be given to the statutory fiction and should be carried to its logical conclusion. There can be no dispute with the said proposition.

15. Before the legal fiction contemplated by Article 3 of the Decree could be invoked in favour of the defendants, in our view, the defendants had to prove two requirements or in the

words of defendants, two elements: Firstly they had to show that the agreement was in respect of a building or part of it in which an industry, commerce or other lucrative activity was being run (Emphasis ours). Admittedly, it is nobody's case that the late Dr. Luis dos Santos Alvares was running industry or commercial activity in the said building but had established good medical practice, as stated in para 2 of the plaint which fact was otherwise not disputed by the defendant. Article 4 of the Decree contemplates the types of leases which could be entered into and stipulates that leases could be established for residence, for commerce or industry, for carrying out of liberal professions or for any other lawful purpose. In our view, carrying out of medical practice by Dr. Luis dos Santos Alvares into the suit building or for that matter allowing the defendant and Dr. Menezes in terms of Clause 5 of the Deed to carry out the profession of medical practitioners by giving consultations, other treatments and performing surgical operations, etc. by no stretch of imagination could be considered to be other profitable or lucrative activity as contemplated by Article 3-1 of the Decree. Profitable activity as contemplated in the said Article 3-1 of the Decree ought to be akin to an industry or commerce of which

profit is the main motive. In our view, the Legislator in case wanted to give the benefit of deeming provision of Article 3 to the exercise of "liberal professions" (like law, medicine or surgery) would have specifically used the said words instead of the words "lucrative activity" in Article 3-1 of the Decree which words have been otherwise used in Article 4. In our view, the practice of medical profession cannot, by any stretch of imagination be considered as lucrative activity since medical profession has always been looked at as a noble profession practiced for the good of humanity and though some times today for some it has become lucrative activity such a situation could not have been in the mind of the legislator when the provisions of Article 3-1 were drafted and were brought in force. Reading the words "liberal profession" in place of "lucrative activity" would be doing violence to the language of the section and inserting something which the Legislator never intended to. Secondly, before the legal fiction could be invoked, the defendant/s had also to show that such building or part of it was temporarily demised or transferred along with enjoyment of the building or part of it along with the movables, utensils etc. to be run as an economic unit(Emphasis ous). Although in the recital

of the Deed it was stated that the Licensees(the defendant and Dr. Menezes) had approached the Licensors(Dr. Luis dos Santos Alvares) to explore the establishment of the hospital for medical practice, thereby making use of a word appearing in Article 3-1 of the Decree, that by itself was not sufficient to come to the conclusion that Dr. Luis dos Santos Alvares had transferred or handed over the possession of the building to the defendant and the said Dr. Menezes and that is evident from Clauses 1 to 7 of the Deed. At this stage, reference could be made to the case of **Sohanlal Naraindas** v. **Laxmidas Raghunath** (supra) wherein the Apex Court, speaking through its three learned Judges, has stated that a recital in a Deed may indicate only an intention but is not decisive. The Supreme Court has also stated that mere use of the words appropriate to the creation of a lease will not preclude the agreement operating as a license and the crucial test in each case is whether the instrument is intended to create or not to create interest in the property the subject-matter of the agreement and if it is in fact intended to create an interest in the property, it is a lease, if it does not, it is a license and the test whether an agreement creates a lease or a license the test of exclusive possession, though not decisive is of significance.

There is nothing in the clauses of the agreement to indicate even remotely that Casa de Saude was given/transferred to the defendant and Dr. Menezes to be operated as hospital. As rightly held by the learned Single Judge there is nothing in the agreement to show that exclusive possession was given to the defendant and what is not in the agreement could not be inferred and exclusive possession is not the only criteria. In our view, the defendant failed to satisfy both the requirements of Article 3.1 of the Decree to come to the conclusion that the said Deed or agreement was a deemed lease and which in case it was a deemed lease would have the protection of the Decree as has been held by the Division Bench of this Court in the case of **Gangadhar Narsingdas Agrawal** v. **Alina D'Costa E Pinto and others**(1989(2) GLT 118) that the Decree provides additional identical protection to tenants which is available under various Rent Acts in force in this country and which protection is not available to contract of lease under the Transfer of Property Act, 1882. In our view, in case the Deed dated 29-3-1968 executed between the parties could otherwise be considered to be a deemed lease in the light of the provision of Article 3-1 of the Decree it then would have certainly enjoyed the protection

provided to a tenant or lessee under the Decree and after its repeal by Section 59 of the Rent Act by the protective provisions of the Rent Act itself for it must be understood that as far as the buildings are concerned protective provisions of the said Decree stands repealed(though the Decree continues to govern leases of open plots of lands) and replaced by the Rent Act and all lessees in respect of the buildings who were protected by the Decree would continue to have the protection of the Rent Act and in the light of this position various submissions made on behalf of the plaintiffs by the learned Counsel Mr. Kakodkar and reproduced herein above cannot be accepted since prior to the filing of the suit the Rent Act had come into force giving protection to lessees or tenants of the building who were earlier protected by the Decree.

16. The concept of a license which is otherwise defined under Section 52 of the Easement Act, 1882 has always been understood even dehors the Indian Easement Act, 1882. We have licenses of various types under various laws. License in ordinary parlance means leave, permission. A learned Single Judge of this Court in the case of **Mahadeo Tatu Naik** v. **Ramakant Atmaram**

and another(AIR 1985 Bombay 347) has held that corresponding provisions relating to licensees in the Easements Act existed in the Civil Code(Portuguese Civil Code, 1867) in force in this State. Even otherwise the concept of a license whether as existing in a Civil Code or otherwise was well known to the parties and what has to be considered is that it is the defendant who had to prove that the deed/agreement was one of lease and the plaintiffs had not to prove that it was one creating a license only. It has been rightly held by the learned Single Judge that although the Indian Easement Act was not in force on 29-3-1968 when the agreement was executed it could not be said that the words Licensor or Licensee were unknown to the parties. They were certainly known to the parties with reference to the Civil Code in this State and otherwise also known in relation to the Indian Easement Act, which was in force in the rest part of the Country and as rightly observed by the learned Single Judge, the defendants have not been able to show that there was any prohibition in entering into any agreement which was not a lease or there was any legal bar to enter into a license agreement or for that matter every agreement in this State had necessarily to be one of lease and not mere license.

17. In our view, the learned Single Judge has rightly applied the

tests laid down by the Supreme Court in the case of **Delta International Ltd.** v. **Shyam Sundar Ganeriwalla and another**(supra) and had come to the right conclusion that the jural relationship between the parties was one of Licensor and Licensee and not of landlord and tenant and consequently it is the Civil Court which had jurisdiction to entertain the suit.

18. The Supreme Court in the case of **Associated Hotels of India Ltd.** v. **R. N. Kapoor**(AIR 1959 SC 1262) speaking through three learned Judges has stated that even if the document uses a phraseology appropriate to a license it is the substance of the agreement that matters and not the form, for otherwise clever drafting can camouflage the real intention of the parties and further stated that there is a marked distinction between a lease and a license in terms of Section 105 of the Transfer of Property Act as a transfer of a right to enjoy such property made for a certain time in consideration for a price paid or promised and in terms of Section 108 the lessee is entitled to be put in possession of the property and as such is a transfer of the land and a license in terms of Section 52 of the Indian Easement Act gives only a right to use a property in a particular way or under certain terms while it remains in possession of the owner thereof and the Licensee is permitted to make use of the premises but for the permission, his occupation would be unlawful and it does not create in his

favour any interest in the property and there is a clear distinction between the two concepts though the dividing line between the two at times is very thin or even blurred and the real test of exclusive possession is not decisive. Same is the ratio of **Sohanlal Naraindas** v. **Laxmidas Raghunath**(supra) decided again by three learned Judges. Here is a case where both the parties who were highly educated and medical professionals drafted the Deed as a Deed of Leave and License and have used the said words repeatedly in the agreement which shows that their dominant intention was that they wanted to make an agreement which was not a lease agreement or "arrendamento" as contemplated under the Decree or under the Transfer of Property Act which were then in force. Both the parties have not used any word which could suggest even remotely that they wanted to create an agreement of lease and, therefore, the words used by them repeatedly as Licensor and Licensees had to be given their natural meanings. The defendant as well as Dr. Menezes were already carrying on their medical practice in the said Casa de Saude even before the said Deed of Leave and License was entered into between Dr. Luis dos Santos Alvares and the defendant and the Deed only entitled them to carry on the profession of medical practitioners by giving consultation, etc. in terms of Clause 5 thereof. In terms of Clause 2, the defendant and Dr. Menezes were entitled to use the existing furniture and surgical instruments and in terms of Clause 3 were entitled to bring their

own but at the same time keeping in mind that they were required to take them away on the expiry of the license. If subsequent events were to be considered, it is to be noted that the plaintiffs did not consider the agreement to be a lease at any time for in that event the plaintiffs after the expiry of 5 years would have been entitled to seek an increase in rent as contemplated by the Decree and the fact that Dr. Menezes on his own left and started his practice elsewhere would also show that no right was created by the said agreement in their favour. As rightly noted by the learned Single Judge in terms of Clause 7 the word Licensor has been defined but there is no mention of the word Licensee which would mean that the Licensee would have no more rights after the license came to an end and for that matter his legal representatives or legal heirs. This omission in our view was significant and deliberate so as not to create any rights in favour of the Licensees. The defendant continued his medical practice in the same Casa de Saude as established by the plaintiffs and at no time changed the name or even put his own sign board and this again would tend to show that there was no right created in favour of the defendant except of giving him license to carry on his practice in the said Casa de Saude. The close relations which Dr. Luis dos Santos Alvares, the father of plaintiff no.1, had with the defendant and the fact that the defendant was allowed by the former to have his practice at the said Casa de Saude even before the

agreement militate against the defendant that Dr. Luis dos Santos Alvares would have created a lease in favour of two medical practitioners in the said Casa de Saude including the defendant. The only plea taken by the defendant was that he and Dr. Menezes believed it to be a lease agreement without knowing the difference between a lease and a license. We have already observed that Dr. Menezes ceased to have his practice in the suit building presumably fully knowing that he was allowed to practice there on temporary basis and not because he was given any lease of the premises. What the defendant or for that matter Dr. Menezes thought or believed was conveyed by them in words in the said Deed dated 29-3-1968 by describing the same as a Deed of Leave and License and thereafter by adhering to that terminology throughout the agreement and therefore it would be rather too late in the day to accept the contention that although they have executed a Deed of Leave and License they believed it to be a lease agreement. As rightly observed by the learned Single Judge it is not the case of the defendant that the agreement dated 29-3-1968 was executed as a camouflage to circumvent the provisions of any law or that it was sham or bogus and the real agreement was something else. As noted in the case of **Delta International Ltd.** v. **Shyam Sundar Ganeriwalla and another** (supra) the defendant was not an illiterate layman or poor person in need of some premises for his residence or business and the agreement in the case

before the Supreme Court was executed by two Companies and, therefore, the Supreme Court had concluded that it was to be presumed that the parties used the terminology with full understanding and to avoid any wrong intention. In the case at hand, all the parties were highly learned, men of medical profession, and the defendant was already practicing in the said Casa de Saude with the permission of the said Dr. Luis dos Santos Alvares and, therefore, it is difficult to accept that the intention was to create a lease in respect of the premises and did create what the agreement specifically stated, namely only a license in favour of the defendant to carry out his medical profession therein. Intention of the parties have to be gathered from the terms used. In our view the terms of the Deed/agreement when read as a whole are clear and unambiguous and so also the surrounding circumstances and even of subsequent events were to be considered, though not necessary, they all show that the parties intended to create a relationship which was not higher than a licensee and indeed a license only and not a lease. The choice of language used is deliberate and it shows that parties did not want to create a lease and they wanted to remain away from the protective umbrella of the Decree and the T.P. Act which were then in force in the State.

19. It is true that the parties did contemplate of giving a notice

before terminating the license. A provision for notice could be as a matter of courtesy. Law does not prohibit any indulgence being shown by one party to the other or by both. In fact, it has been stated by the Apex Court in the case of **Mrs. M. N. Clubwala and another** v. **Fida Hussain Saheb and others** (AIR 1965 SC 610) that a provision in the license that the Licensee would be entitled to a notice before being required to vacate is not inconsistent with the license. Referring to the Halsbury's Laws of England, the Supreme Court observed that in England it was held that a contractual license may be revocable or irrevocable according to the express or implied terms between the parties and that if the Licensee under a revocable licence has brought property on to the land, he is entitled to notice of revocation and to a reasonable time for removing his property, and in which to make arrangements to carry on his business elsewhere.

20. In the light of the above, we find no merit in this appeal. Hence the same is dismissed with costs.

R. M. S. KHANDEPARKAR, J.

N. A. BRITTO, J.

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